



INVITATION TO BID (ITB)
2014 LANDSCAPE MAINTENANCE & MOWING SERVICES

Bid Date & Time

September 17, 2014 at 2 pm

Submit Sealed Bids to:

Stephen A. Bosak, Director
City of Leander Parks & Recreation
200 West Willis - P.O. Box 319
Leander, TX 78646
512.528.9909

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SECTION I – PUBLIC NOTICE

Bids are requested by the City of Leander for 2014 MOWING SERVICES FOR PARKS & MUNICIPAL BUILDINGS. Sealed bids will be received at City Hall, 200 W. Willis St. - P.O. Box 319, Leander, Texas 78646, until 2 pm on September 17, 2014. Bids must be accompanied by a cashier's check, certified check, or bid bond in an amount not less than 5% of the total bid price. Bid Packages may be obtained from the Parks & Recreation.

Bids must be plainly marked "Sealed Bid: 2014 Mowing Services for Parks & Municipal Buildings".

The City of Leander reserves the right to reject any or all bids and formalities. For information call 512.528.9909.

SECTION II – INSTRUCTIONS TO BIDDERS

- A. PURPOSE:** The City of Leander (City) seeks bids from qualified firms to provide landscape maintenance and mowing services. Sealed bids will be received at the Parks & Recreation Office, 406 Municipal Drive, Leander, Texas 78641, until 2 pm, on Wednesday, September 17, 2014.

Work includes Mowing, edging, fertilization, hedging, weeding and ornamental bed mulching at select parks and municipal buildings identified on the Location Map and individual site maps in Williamson and Travis Counties, Texas.

- B. BID PROPOSALS:** Bids must be submitted in accordance with the following instructions to receive consideration.
- C. DOCUMENTS:** Bid documents include: Public Notice, Instructions to Bidders, Bid Proposal, General Conditions and Appendices (Standard Contract Agreement, Scope of Work & Site Frequency Schedule, Location Map, and Individual Site Maps).
- D. EXAMINATION OF DOCUMENTS & SITES:** Bidders shall carefully examine the ITB documents and all work sites to obtain firsthand knowledge of the scope and the conditions of the work. Each Bidder, by submitting a proposal to perform any portion of the work, represents and warrants that they have examined the Request for Proposal for Maintenance & Mowing Services and the work sites, and from their own investigation, are satisfied as to the scope, accessibility, nature and location of the work; the character of the equipment needed for the performance of the work; the character and extent of other work to be performed; local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the work. No additional compensation will be allowed by the Owner for the failure of such Contractor to inform him as to conditions affecting the work.
- E. INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a proposal is in doubt as to the meaning of any part of the ITB, or other proposed contract documents, they may submit to the City, not later than three (3) working days prior to the date for opening bids a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their proposals. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation or rulings will be held binding upon the Owner.
- F. ADDENDA:** Interpretations, clarifications, additions, deletions, and modifications to the documents during the proposal period will be issued in the form of Addenda and a copy of such Addenda will be mailed or delivered to each person who has been issued an ITB. Addenda will be a part of the Bid Documents and the Contract Documents, and receipt of them shall be acknowledged in the Proposal Form. Addenda will not be issued less than three (3) working days prior to the established bid date.
- G. LICENSE:** Bidders must be in compliance with licensing laws of the State of Texas, as applicable, in order to be awarded a contract.
- H. PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred, or arising out of, the performance of the work to be performed under the Contract. Any bid other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the Bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected. Where Bidder is a corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

- I. SUBMITTAL OF BIDS:** Sealed bids will be received at the time, date and place stated in the Public Notice. Proposals shall be made on unaltered Bid Proposal forms furnished by the Owner. Fill in all blank spaces and submit one copy. Proposals shall be signed in ink and the name of the signer and title shall be typed below signature. If the Bidder is involved in a partnership the name of all partners shall be provided on the Proposal Form. Where Bidder is a corporation followed by the name of the state of incorporation and the legal signatures of an officer authorized to bind the corporation to a contract. Submit proposal in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the project name, and name and address of the Bidder. No Bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) days after the time agreed upon the receipt of bids. Submit bids by mail or in person prior to the time for receiving bids set forth in this Invitation to Bidders.
- J. MODIFICATION & WITHDRAWAL OF BIDS:** Prior to the time set for opening, bids may be withdrawn or modified. Bids may be modified only on the official proposal forms and they must be signed by the person legally empowered to bind the Bidder.
- K. DISQUALIFICATION:** The Owner reserves the right to disqualify Bidders before or after the opening, upon evidence of collusion with intent to defraud, or other illegal practices, relating to this proposal upon the part of the Bidder.
- L. QUALIFICATION OF CONTRACTORS SUBMITTING PROPOSALS:** Potential Contractors must meet qualification requirements. Bidders must submit satisfactory evidence that they have a practical knowledge of the particular work proposed and that they have adequate equipment, appropriate expertise, and necessary financial resources to perform under the proposed contract. Specific data submitted with the proposal shall include:
1. Reference list with addresses, phone number and contact person of clients having similar work performed.
 2. A complete listing of equipment, owned, non-owned or hired, available for performance of proposed work.
- M. PRE-BID INSPECTION:** Prior to submittal, Bidders must visually inspect and be familiar with all areas to be maintained and for which they intend to bid.
- N. PROPOSAL EVALUATION:** Evaluation of proposals will be based on the following:
1. Frequency and total annual costs for performing the specified services.
 2. Three (3) commercial references for similar services in the past two (2) years.
 3. One reference shall be for an equally valued contract as that contained in this bid.
 4. On site inspection of Contractor's equipment for capability to perform. If, in the City's judgment the Contractor cannot perform adequately the Contractor must show proof of intent to purchase equipment necessary to satisfactorily perform all requirements of the contract.
- O. SUBMISSION OF POST-BID INFORMATION:** Upon notification of acceptance the Bidder shall submit the following within fifteen (15) calendar days:
1. A designation of the portions of the work to be performed by the Bidder with their own forces.
 2. A list of Subcontractors, other persons or organizations, including those who are to furnish materials and equipment that will perform maintenance services. The Bidder will be required to establish to the satisfaction of the City the reliability and responsibility of the proposed Subcontractors, other persons or organizations and suppliers to furnish and perform the work.
 3. Contractor shall provide an equipment inventory list to be submitted with the bid, identifying all equipment by age and condition to be used in the performance of this contract.
- P. OMISSION:** It is the intent of this specification to obtain complete landscape maintenance services as described in the ITB. Any services that have been omitted from this specification which are

clearly necessary to complete the work shall be considered a requirement although not directly specified or called for in this specification.

AWARD: The City reserves the right to accept or to reject any and all bids without compensation to Bidders and to waive irregularities and informalities. The City, in making recommendations, will consider the following elements:

- a. Whether the Bidder is a Contractor with experience in the type of work involved.
- b. Whether the Bidder has adequate plant knowledge and experience, equipment and personnel to perform the work properly and expeditiously.
- c. Whether the Bidder has a suitable financial status and reputation for meeting obligations incident to work of the kind specified.
- d. Whether the bid price is reasonable and equitable in relation to City needs and the extent of the work involved. The award of the contract by the City will be made to the lowest and best qualified and responsible Bidder including acceptance or deletion of any alternatives to the base bid to establish the lowest bid. The successful Bidder will be required to enter into a contract with the City within ten (10) days of notice by the City that their bid has been accepted.
- e. The contract term shall be for one year, subject to two, one-year extensions, as provided in the General Conditions.

LIMITED AWARD: The City reserves the right to award contracts for some or all of this work to one or more bidder based on the bid amounts, type of work required and the bidder's ability to perform the types of work required

- R. EQUIPMENT:** The Contractor shall furnish and maintain all equipment necessary for the proper landscape maintenance of each location set forth in the Location Map and the Scope of Work & Site Frequency Schedule. The City of Leander reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at the Contractor's expense. Failure to provide suitable equipment for the performance of this contract will be grounds for the City to terminate the contract.
- S. FORM OF CONTRACT:** A copy of the standard contract for maintenance and mowing services is included in the ITB (Appendix 1).
- T. INSURANCE:** The following standard insurance policies are required.
1. Commercial General Liability Policy
 2. Business Automobile Liability Policy
 3. Excess/Umbrella Liability Policy
 4. Workers' Compensation Policy
- U. SAFETY:** To insure the safety of the public, the Contractor will be required to provide flashing lights and/or slow moving vehicle signs on any vehicles or equipment that operates on or immediately adjacent to public thoroughfares for parking lots. The Contractor's workers will be required to wear orange safety vests when they are working on, or adjacent to, public thoroughfares or parking lots. Contractor's workers will be required to operate with caution in areas of the parks in use by residents.
- V. CANCELLATION OF CONTRACT:** Either party may cancel the contract thirty (30) days after written notice is given as evidenced by receipts of registered or certified letter.
- W. RESOLUTIONS:** A copy of the resolution empowering the person submitting the bid to bind the Bidder must be included with the bid.

SECTION III – BID PROPOSAL (3 Pages)

The Bid Proposal is to be completed, signed, and delivered to the location indicated in the Instructions to Bidders.

- A. **PROJECT:** 2014 Landscape Maintenance & Mowing Services
City of Leander, Williamson and Travis Counties, Texas
- C. **OWNER:** City of Leander
406 Municipal Drive - P.O. Box 319
Leander, TX 78646
Representative: Stephen Bosak, Parks & Recreation Director

- D. **BIDDER NAME:** _____
- ADDRESS:** _____

- PHONE:** _____ **FAX:** _____
- EMAIL ADDRESS:** _____

- E. **CHECKONE:** ☐ Corporation ☐ Individual ☐ Partnership

If the Bidder is involved in a partnership please list the names of all partners.

F. **CONTRACT TIME:** The Bidder agrees, if awarded the Contract, that they will perform work according to the Site Maintenance Frequency Schedule and as directed by the City Inspector. The contract term shall be for one year, subject to two, one-year extensions as provided in the General Conditions.

G. **DOCUMENTS:** Each Bidder by submittal of their bid represents and warrants that they are satisfied as to the requirements and provisions of the contract for this project and the documents describing the scope of work.

H. **ADDENDUM:** I acknowledge receipt of the following addenda *(Initial if applicable)*:

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____

<i>Location</i>	<i>Frequencies Per Year</i>	<i>Cost Per Frequency</i>	<i>Total Annual Cost</i>
CITY HALL COMPLEX (City Hall, Central Fire Station, Bryson Hall, EMS) 1. Mowing, Trimming & Edging 2. Fertilization 3. Weeding & Mulching 4. Hedging	40 2 2 5	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
BAGDAD HERITAGE TRAIL NORTH (From RM 2243 to Benbrook Ranch Park) 1.Mowing, Trimming & Edging	18	\$ _____	\$ _____
BROADE WAY/BAGDAD & S. WEST STS ROW (Old Town Area) 1.Mowing & Edging	18	\$ _____	\$ _____
FIRE & POLICE DEPTARTMENT ADMINISTRATION BUILDINGS (101 E Sonny Dr) 1. Mowing, Trimming & Edging 2. Fertilization 3. Weeding & Mulching 4. Hedging	40 1 2 2	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
FIRE STATION #2 (1950 Crystal Falls Parkway) 1.Mowing, Trimming & Edging	16	\$ _____	\$ _____
LIBRARY (1011 S Bagdad Rd) 1. Mowing, Trimming & Edging 2. Fertilization 3. Weeding & Mulching 4. Hedging	40 1 2 5	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
LOT BEHIND CITY HALL (207 E South St) 1. Mowing, Trimming & Edging	16	\$ _____	\$ _____
MASON CREEK PARK (801 Eagles Way) 1.Mowing, Trimming & Edging	36	\$ _____	\$ _____
MASON HOMESTEAD (1101 S Bagdad Rd) 1.Mowing, Trimming & Edging	18	\$ _____	\$ _____
NORTHCREEK RANCH PARK (1001 North Creek Blvd) 1.Mowing & Edging	36	\$ _____	\$ _____
PLANNING & ECONOMIC DEVELOPMENT BUILDINGS (104 N Brushy St) 1. Mowing, Trimming & Edging 2. Weeding & Mulching 3. Hedging	18 5 3	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____

<i>Location</i>	<i>Frequencies Per Year</i>	<i>Cost Per Frequency</i>	<i>Total Annual Cost</i>
POLICE SHOOTING RANGE (10201 RM 2243) 1.Mowing, Trimming & Edging	12	\$ _____	\$ _____
SARITA VALLEY GREENBELT 1.Mowing, Trimming & Edging	18	\$ _____	\$ _____
VETERANS PARK (1200 W. Sonny Dr) 1.Mowing, Trimming & Edging	18	\$ _____	\$ _____
TOTAL <u>ANNUAL</u> COST FOR ALL AREAS:			\$ _____

The undersigned hereby declares to: 1) Have carefully examined the contract documents, including all addenda; 2) Have a clear understanding of said documents and premises; 3) Propose to provide the necessary tools, machinery, apparatus and other means of maintenance; and 4) Furnish all labor, materials and services specified in the contract or called for in the contract documents for the lump sum prices as indicated below.

Signature

Date

Name & Title

Federal Identification Number

State Employer Identification Number

SECTION IV – GENERAL CONDITIONS

1.0 PURPOSE

- 1.1 Maintenance and mowing services will be performed at various city parks and municipal buildings.

2.0 SCOPE OF WORK

- 2.1 Maintenance and mowing services shall be provided as deemed necessary to meet the contract requirements. The Contractor shall provide maintenance and mowing services as described herein and shall provide all labor, material, and equipment. Contractor's services shall provide clean, attractive, and safe areas for the locations described herein.
- 2.2.1 The schedule of work hours for accomplishment of the maintenance service will not interfere with normal work of City employees.
- 2.3 Materials and supplies used by the Contractor shall conform to the requirements listed herein. No material shall be used that will damage the turf, trees, shrubs, fixtures, or adjacent properties. Where a specific product is specified there shall be no deviation without the express permission of the City, in which case samples of all materials proposed for use shall be submitted to the Inspector and approval thereof received from the Inspector before the material represented by the samples are used in the work to be performed. Upon request, the Contractor shall submit a list of all materials to be used in providing the landscape services. The City may approve or disapprove any product prior to or during the term of the contract period.
- 2.4 The Contractor shall comply with all City, state, and federal regulations applicable to performing work on public properties.

3.0 DEFINITIONS

- 3.1 **AUTHORIZED NOTICE** shall mean a written or verbal notice to perform specific work at a specific location issued by the appropriate City of Leander official.
- 3.2 **CITY** shall mean the City of Leander, Texas.
- 3.3 **CITY INSPECTOR** shall mean the duly authorized representative of the Director of Parks & Recreation who shall monitor Contractor progress.
- 3.4 **CLEANING & REMOVAL OF TRASH & DEBRIS** shall mean any method by which filth, weeds, rubbish, refuse, or other matter that might be unhealthy and/or unsightly is removed from any property or lot and disposed of by approved methods as approved by the city and delineated in the City Code of Ordinances.
- 3.5 **CONCURRENT MAINTENANCE** shall refer to all mowing, trimming, edging, and litter removal being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- 3.6 **CONTRACTOR** shall mean the person or firm or firms that awarded the Maintenance & Mowing Services Contract by the City.
- 3.7 **FOREIGN GROWTH** shall include all weeds, thickets, and noxious plants.

- 3.8 MULCH OR TREE RINGS shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape areas in which all plant growth is removed physically or chemically.
- 3.9 RIGHTS-OF-WAY shall refer to the areas on City streets and public thoroughfares. They shall include any and all portions within the streets, public thoroughfares, or intersection of streets such as grass areas, trees, concrete and concrete only areas.
- 3.10 SCALPING shall refer to any action, which results in the mowing of any turf area below a three-inch (3") height down to and including the soil.
- 3.11 SHRUB BEDS shall mean any area purposefully planted in domestic or ornamental plant growth.
- 3.12 SITE FREQUENCY SCHEDULE shall mean the time periods established for the projected year within which all prescribed landscape activities shall be completed.
- 3.13 TRASH & LITTER shall mean any debris within the grounds required to be maintained under this contract including City property, right-of-ways, alleys, easements, streets, parking lots, sidewalks, curbs, hillsides, ditches, retention areas, private lots, etc., such as paper, bottles, cans, limbs, rocks, etc., which are not intended to be present as part of the landscape. Removal of debris will require cleaning of hard surface areas such as sidewalks, parking areas and curbs after mowing and edging.
- 3.14 TRIMMING shall refer to the cutting or removal of all plant material immediately adjacent to or under structures, trees, poles, tables, signs, fences and shrub beds. Also includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks, driveways, and any other hard or concrete surface.

4.0 MAINTENANCE & MOWING SERVICES

- 4.1 Mowing & Trimming: The Contractor shall mow and trim all turf areas as required by work order, generally every 7, 14, or 28-days dependent upon the Scope of Work & Site Frequency Schedule beginning on or about during the contract term. The Contractor shall remove and dispose of all litter from the entire area prior to initiating any mowing. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of the grass. All grass shall be cut at a height of three (3") inches. All structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely. Special care should be given to trimming around small trees as not to inflict damage to the bark of the trees. All trimmings shall be accomplished by maintaining the required three (3") inch cutting height and concurrently with mowing operations. Trimming can be reduced by chemical edging with prior written approval of the City Inspector. Upon completion mowed areas shall be free of clumped grass cuttings and the tire tracks/ruts from mowing equipment. Turf shall be cut in a professional manner - no scalping or uncut areas. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curb and gutters, parking lots, sidewalks, and/or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be disposed of by the Contractor to an offsite location). Any papers, cans, or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.

All plant growth in cracks, seams, and joints of paved areas such as sidewalks curbs, medians, right-of-ways and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides to control such growth may be permitted with prior written approval of the City Inspector and in accordance with all federal, state and local regulations.

- 4.2 Trees & Shrubs: Contractor will be responsible throughout the contract period to manually remove all foreign growth from shrub beds or may control the foreign growth in the shrub beds with selective herbicides. The assigned City Inspector must grant approval prior to herbicide applications. No pruning of any trees shall be permitted without prior approval. Trash and litter in shrub beds shall be removed during each mowing cycle. Mulch rings shall be reshaped within twenty-four (24) hours when dislodged by mowing equipment or others. Contractor will be responsible throughout the contract period to manually remove all sucker growth from the bases and lower trunks of selected trees within the project area. Damage to trees will result in a breach of contract and Contractor shall be assessed for damages.
- 4.3 Removal of Grass Clippings: Removal of cut grass from the ground area where growth occurred will not generally be required. However when clippings are heavy and cause bunching or detract from the finished product, turf areas should be raked and the clippings removed. Cut grass and debris which falls or is thrown by equipment upon pavement, street, curb, and gutters, sidewalks, driveways, or adjacent property through the action of the work crew shall be removed from the area prior to the exit of the work crew from the immediate work site.
- 4.4 Edging: All sidewalks, curbs and steps must be mechanically edged using a metal blade exposing concrete surface to be completed by the end of the first cut. Sidewalks must be edged on both sides. If the Contractor elects to use string line trimmers for edging, the edge and maintenance of the edge shall use the vertical cut approach. All material dislodged by edging must be removed from this site.
- 4.5 Library and Other Municipal Buildings: The Contractor will be required to coordinate the mowing scheduled of these areas with the Inspector so not to interrupt any activity occurring at City buildings. The Contractor may be required to notify the Inspector or sign in at these public facilities prior to starting work.

5.0 LOCATIONS

- 5.1 The locations of properties where work is to be performed are identified on the Location Map and Individual Site Maps that are provided in the Appendix Section of the ITB. The Contractor shall perform maintenance and mowing services to all areas identified in this contract according to the Scope of Work & Site Frequency Schedule also included in the Appendix Section. Additional locations may be added by amending the Contract Agreement, or by the issuance of a written work order. Payment for all work shall be established by the prices submitted by the Contractor in the Bid Proposal.

6.0 ASSIGNMENT & INSPECTION OF WORK, WORK ORDERS & LIQUIDATED DAMAGES

- 6.1 Inspector's Duty: A City Inspector will be assigned responsibility for monitoring, inspecting, evaluating and reporting on the Contractor's activities and ensuring that the work is performed to the quality level prescribed in this contract and in accordance with prescribed time schedules. Upon determination of any violation in the contract file for a determination of any violation of the specifications and/or terms of the contract, the Inspector shall record the violation in the contract file for a determination of any liquidated damages or termination of contract.
- 6.2 Work Order & Payment: The work order will inform the Contractor to initiate landscape services. The work order shall be considered complete when all work on the sheet has been inspected and approved by the Inspector and has been signed by both the Inspector and Contractor indicating that agreement exists as to the information shown on the work order. Such information shall consist of mowing cycle dates, areas to be maintained, any special conditions and the acceptability of the maintenance activities performed. The completed sheets, dated, and signed by the Contractor and Inspector will be submitted for payment

monthly, provided that in no event shall the City be obligated to pay the Contractor more than the approved bid amount. In most cases work orders will be given to the Contractor seven (7) days prior to the start of a mowing cycle. It shall be mandatory that all work orders be filled out after completion of each cycle before another work order may be issued. Failure to obtain a work order prior to beginning a maintenance cycle can result in non-payment for work performed. Work orders will be given according to the Maintenance Frequency Schedule.

- 6.3 Time to Complete Work: On the mowing cycle start date, as indicated on the work order, the Contractor shall begin work and shall proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all project areas assigned to him in the time allotments and maintenance cycles. Work must be completed in consecutive days. Inclement weather may result in the cancellation of a mowing cycle only if the Inspector or designated alternate determines that there was an insufficient time period during the entire mowing cycle available for the services, described to be performed. The Contractor shall perform said services at the rate of 25 acres per day.
- 6.4 Maintenance Schedule & Liquidated Damages: Failure on the part of the Contractor to comply with the mowing schedule or to comply with any term of this tract shall result in the Contractor being assessed two hundred fifty dollars (\$250) per day as liquidated damages for incomplete work until all work is completed (liquidated costs will not exceed the total dollars for project cycle). Liquidated damages will be withheld from the Contractor's payment.

NOTE: Should it become necessary to penalize a Contractor on more than one occasion for failure to meet the grounds maintenance specifications within the prescribed maintenance schedule, the contract may be terminated. The project will then be awarded to an existing alternate Contractor of next lowest and best bid.

- 6.6 Assessment of Damages to Trees during Grounds Maintenance Operations: The Contractor shall be responsible for any damage to trees caused by Contractor's provision of landscape maintenance services.

- 6.6.1 Trees in the contract area may be checked before contract work begins at the option of the City.
- 6.6.2 Random checks of the trees may be carried out during the contract period at the option of the City.
- 6.6.3 A check of all trees may be made at the end of the contract period. The Inspector and Contractor will attend the inspection.
- 6.6.4 Damages shall be documented by memo to the Inspector with copy to contract file and Contractor.
- 6.6.5 Damages shall be assessed against the Contractor as follows: \$75 for any slight damage to tree, which is damaged that may heal; \$150 for badly damaged tree, which in the opinion of the Inspector or representative may eventually contribute to the death of the tree.

7.0 ACCEPTABILITY OF WORK

The Inspector shall be the judge of the acceptability of all work performed. If conditions are not acceptable, the Contractor will be requested to visit the facility or grounds to review and correct all problem areas. Failure to do so will result in assessment of liquidated damages and possible termination of the contract.

8.0 CONTRACTOR'S REPRESENTATIVE

Contractor shall designate a responsible representative who will be accessible during the Contractor's opening hours. The Contractor will be required to contact the City Inspector representative on days the Contractor will be performing services under this contract for review and inspection of the work performed.

9.0 CONTRACT TERM

The term of this agreement shall be for one-year, beginning on the date the contract is signed by all parties to the agreement. This agreement may be extended for up to two (2) additional one (1) year periods, subject to the approval of the Contractor and the City Council.

10.0 INSURANCE

10.1 Required Insurance Coverage: The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or Subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to the coverage required to be provided by Contractor or to any claim made against the Contractor or any Subcontractor or any suppliers of the Contractor. Further, the Contractor shall include all Subcontractors as additional insured's under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage's for Subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, which shall be incorporated herein by reference as part of this Agreement, and approved by the City before work commences.

10.2 Standard Insurance Policies Required:

- a) Commercial General Liability Policy
- b) Business Automobile Liability Policy
- c) Excess/Umbrella Liability Policy
- d) Workers' Compensation Policy

10.3 General Requirements Applicable to All Policies

- a) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c) "Claims Made" policies will not be accepted.
- d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Leander, Texas.
- e) Upon request, certified copies of all insurance policies shall be furnished to the City of Leander, Texas.
- f) The City of Leander, Texas, its officials, employees, and volunteers, are to be added as "Additional Insured" to the General and Business Automobile Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.

10.4. Commercial General Liability

- a) General Liability insurance shall be written by a carrier with an A: VII or better rating in accordance with the current Best Key Rating Guide.

- b) Minimum of \$1,000,000.00 per occurrence for bodily injury and property damage; \$2,000,000.00 aggregate.
- c) Coverage shall be at least as broad as Insurance Service's Office Number CG 0001.
- d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- e) The coverage shall include but not be limited to the following: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, "Explosion, Collapse, and Underground" coverage.

10.5

Business Automobile Liability

- a) Business Automobile Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide.
- b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in item 2 of the declaration page.
- d) The coverage shall include owned or leased autos, non-owned autos, and hired cars.

10.6

Umbrella/Excess Liability

- a) In addition to all other liability insurance coverage required to be provided by the Contractor pursuant to this Section 27, the Contractor shall provide an umbrella/excess liability policy. The coverage limit minimum shall not be less than \$1,000,000.00.

10.7

Workers' Compensation Insurance

- a) Pursuant to the requirements set forth in *Title 28, section 110.110, Texas Administrative Code*, all employees of the Contractor, all employees of any and all Subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy; either by directly through their employer's policy (the Contractor or Subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a Subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and Subcontractors must use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the Subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.
- b) The workers' compensation insurance shall include the following terms:
 - (i) Employer's liability limit of \$1,000,000.00 for each accident is required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04", shall be included in this policy
 - (iii) Texas must appear in Item 3A of the Worker' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- c) The following shall be a requirement of this Agreement and, pursuant to the explicit terms of *Title 28, Section 110.110(c)(7), -Texas Administrative Code*, the bid specifications, and this Agreement, all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.
- d) Definitions
 - a. Certificates of Coverage ("Certificate") – A copy of a Certificate of Insurance, a Certificate of Authority to Self-Insure issued by the Texas Workers' Compensation Commission, or a Coverage Agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

- b. Duration of the project – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - c. Persons providing services on the project ("Subcontractors" in §406.096, Texas Labor Code) – Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 10.18 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- 10.19 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 10.20 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 10.21 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity.
- 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 10.22 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 10.23 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 10.24 The Contractor shall post on each project site a notice, in the text form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 10.25 The Contractor shall contractually require each person with whom it contracts to provide services on a project, to;

- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - 3) provide the Contractor prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - a) a certificate of coverage, prior to the other person beginning work on the project, and
 - b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g) with the certificates of coverage to be provided to the person for whom they are providing services
- 10.26 By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 10.27 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.
- 10.8 Certificates of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain the following provisions and warranties:
- 10.8.1 The company licensed and admitted to do business in the State of Texas;
 - 10.8.2 The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO;
 - 10.8.3 All endorsements and insurance coverage are provided according to requirements and instructions contained herein; and

10.8.4 The form of the notice of cancellation, termination, or change in coverage provisions to the City of Leander.

Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

11.0 SAFETY

To ensure the safety of the public, the Contractor will be required to provide flashing lights and/or slow moving vehicle signs on any vehicles or equipment that operates on or immediately adjacent to public thoroughfares for parking lots. The Contractor's workers will be required to wear orange safety vests when they are working on, or adjacent to, public thoroughfares or parking lots. Contractor's workers will be required to operate with caution in areas of the parks in use by residents.

12.0 CANCELLATION OF CONTRACT

Either party may cancel the contract thirty (30) days after written notice is given as evidenced by receipts of registered or certified letter.

**APPENDIX 1 - STANDARD CONTRACT AGREEMENT
2014 LANDSCAPE MAINTENANCE & MOWING SERVICES**

THE STATE OF TEXAS

§
§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

THIS AGREEMENT is made and entered into on this ____ day of _____, 2014, by and between the **City of Leander, Texas**, a home-rule city and municipal corporation with principal offices located at 200 W. Willis Street, Leander, Williamson and Travis Counties, Texas, 78641 (hereinafter referred to as the "City"), and _____ with principal offices located at _____ Texas (hereinafter referred to as "Contractor").

1. Agreement. That, for and in consideration of the mutual terms, conditions and covenants of this Agreement and the accompanying documents between City and Contractor and for and in consideration of payments as set forth therein, Contractor hereby agrees to commence and perform landscape maintenance services, consisting of furnishing all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to perform the landscape maintenance services according to the Site Maintenance Frequency Schedules and the City's direction at the locations identified in the Contract documents, in accordance with Invitation & Instructions to Bidders, the Notices to Bidders, the General Conditions, the completed Proposal Form and attachments, the List of Machinery & Equipment, the Appendices, the Insurance Certificates, and any addenda thereto, all of which are made a part hereof and collectively evidence and constitute the entire contract (the "Contract Documents" or the "Agreement").

2. Consideration. City agrees to pay Contractor from available funds for satisfactory performance of this Agreement, the price or prices as shown in the BID PROPOSAL submitted by the Contractor that is approved by the City, attached and part of this contract agreement, subject to proper additions and deductions as provided in the Contract Documents. The City agrees to make payments on account thereof as provided therein. Lack of funds shall render this Agreement null and void to the extent funds are not available.

3. Independent Contractor. Contractor expressly agrees that Contractor, during the term of this Agreement, is not and shall not be an employee of the City, but is and independent contractor, and no withholding of Social Security or federal Income Tax or other deductions shall be made from the sums agreed to be paid to the Contractor in the pricing schedule.

4. Non-Discrimination Policy. Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

5. Indemnification. Contractor will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, injuries, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that this indemnity shall not apply to any claims, demands, costs, expenses and attorneys' fees arising out of the award of this Agreement based upon any willful or negligent act or omission of the City, its officer, agents, servants and employees.

6. Notice. Any notice required or desired to be given under this agreement shall be in writing with copies directed as indicated and shall be personally delivered or given by mail. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the party to be served with a copy as indicated herein. Either party may change its address for purposes of notice by giving notice of such change of address to the other party.

7. Waiver. Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

8. No Joint Venture. This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the Parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

9. No Third Party Beneficiaries. Nothing herein shall ever be construed to confer upon any third person any rights, benefits or remedies, contractual or otherwise, as a third party beneficiary by reason of this Agreement.

10. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees. Neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

11. Amendments and Change. No alteration, addition or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto executed by both the Contractor and the City.

12. Oral and Written Agreements. Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of agreement between the parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

13. Compliance with Laws. Contractor shall conduct operations under and provide all services pursuant to this Contract in compliance with all applicable laws, rules, regulations, including municipal ordinances.

14. Texas Law Governs. This agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

15. Interpretation. Although drawn by City, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

IN WITNESS WHEREOF, both parties have caused this Agreement to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated below.

CITY OF LEANDER (CITY)

_____ **(CONTRACTOR)**

By: _____
Kent Cagle, City Manager

By: _____

Name: _____

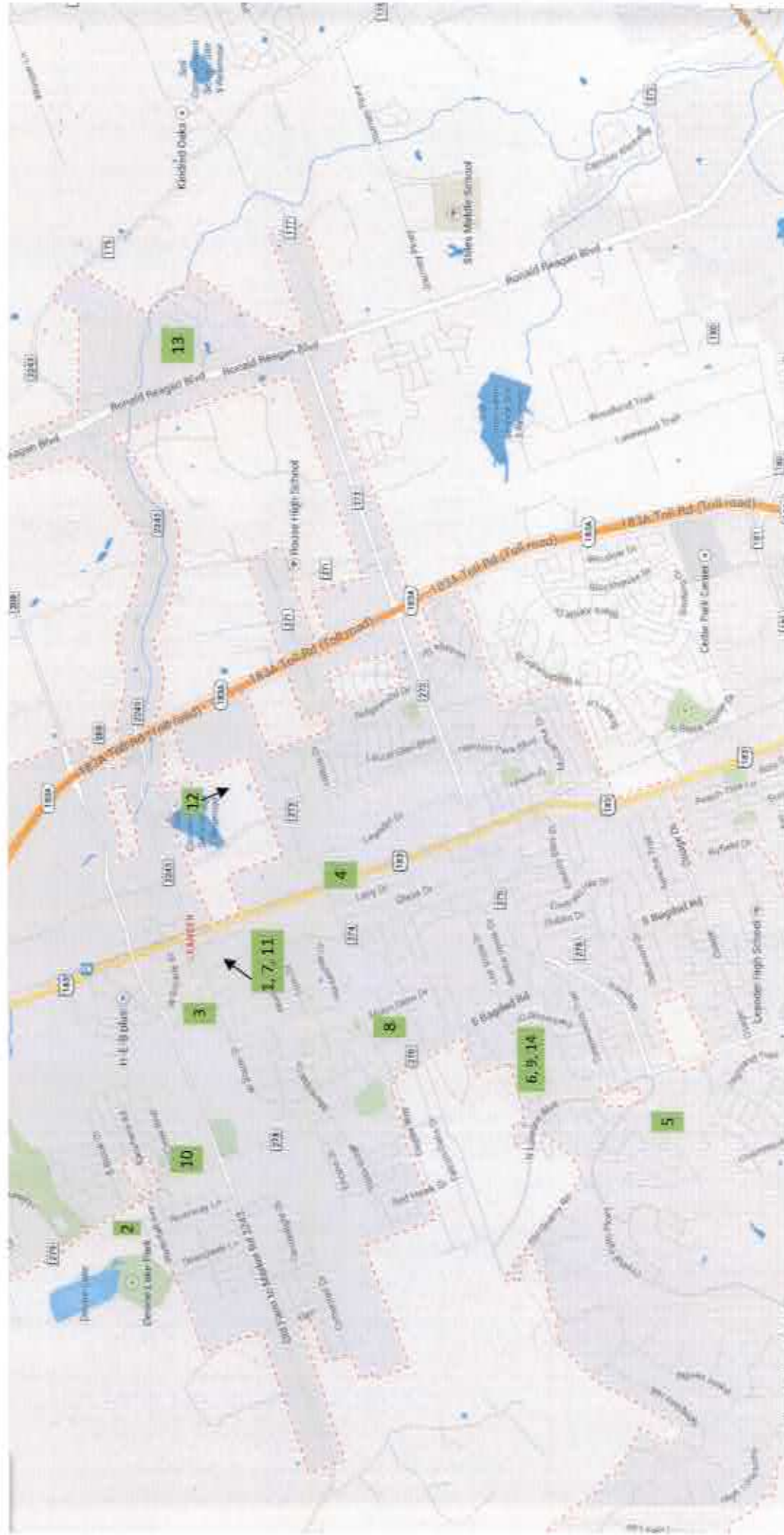
Date: _____

Title: _____

Date: _____

ATTEST: By: _____
Debbie Haile, City Secretary

LOCATION MAP



1. City Hall Complex
2. Bagdad Heritage Trail North
3. Broade Way/Bagdad/S. West St ROW
4. Fire & Police Administration Buildings
5. Fire Station No. 2
6. Library
7. Lot Behind City Hall

8. Mason Creek Park
9. Mason Homestead
10. Northcreek Ranch Park
11. Planning & Economic Development Buildings
12. Police Shooting Range
13. Sarita Valley Greenbelt
14. Veterans Park

SCOPE OF WORK & SITE FREQUENCY SCHEDULE (FY 2014-15)

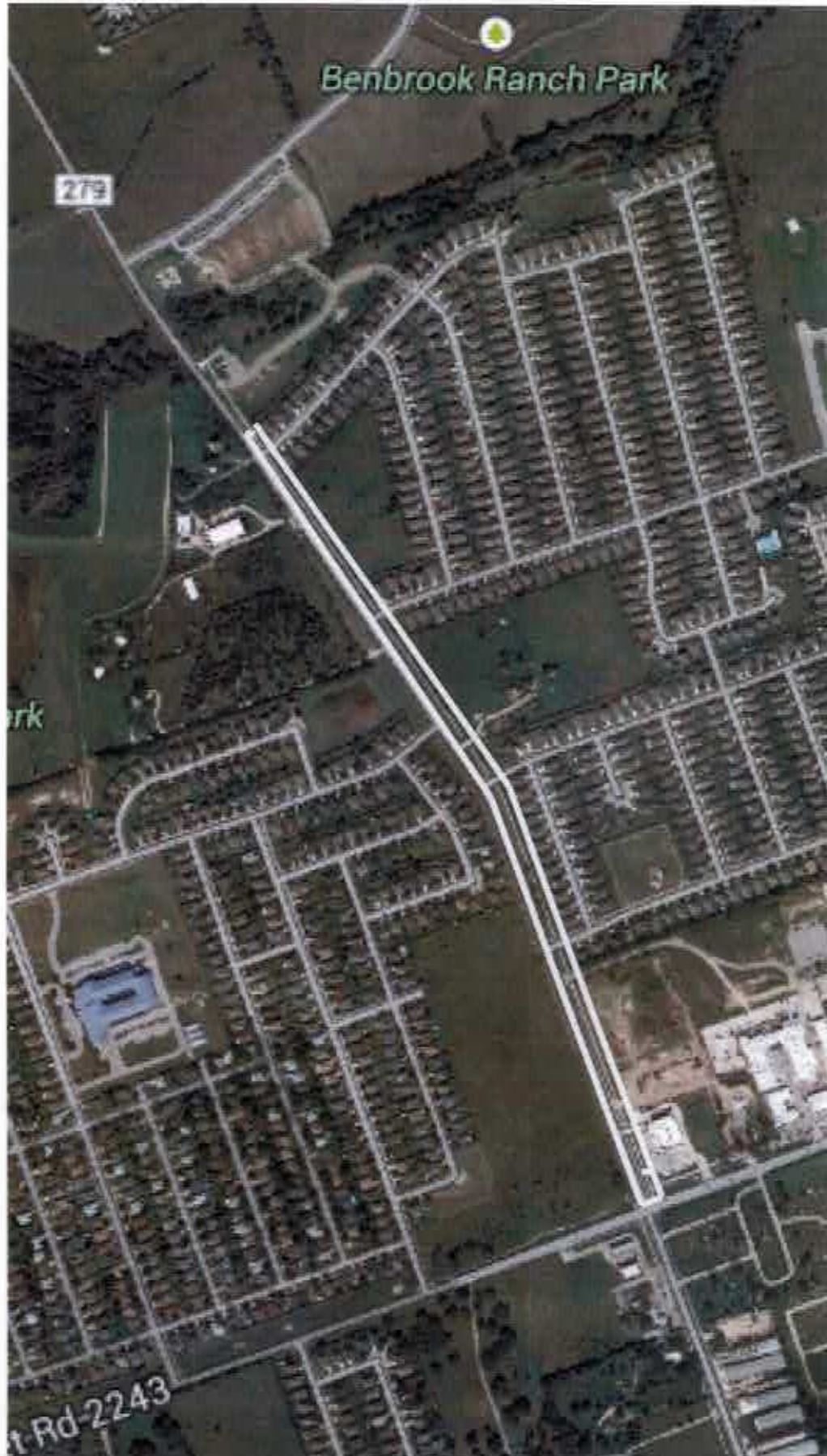
Location	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Frequencies	Cost Per Frequency	Annual Cost
CITY HALL COMPLEX															
1. Mowing, Trimming & Edging	2	2	4	4	4	4	4	4	4	4	2	2	40		
2. Fertilization		1							1				2		
3. Weeding & Mulching			1						1				2		
4. Hedging			1		1		1		1		1		5		
BAGDAD HERITAGE TRAIL NORTH															
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18		
BROADE WAY, BAGDAD/S WEST ST ROW															
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18		
FIRE & POLICE ADMINISTRATION BUILDINGS															
1. Mowing, Trimming & Edging	2	2	4	4	4	4	4	4	4	4	2	2	40		
2. Fertilization		1											1		
3. Weeding & Mulching			1						1				2		
4. Hedging			1						1				2		
FIRE STATION NO. 2															
1. Mowing, Trimming & Edging	1	1	2	2	2	2	1	1	1	1	1	1	16		
LIBRARY															
1. Mowing, Trimming & Edging	2	2	4	4	4	4	4	4	4	4	2	2	40		
2. Fertilization		1											1		
3. Weeding & Mulching			1						1				2		
4. Hedging			1		1		1		1		1		5		
LOT BEHIND CITY HALL															
1. Mowing, Trimming & Edging	1	1	2	2	2	2	1	1	1	1	1	1	16		
MASON CREEK PARK															
1. Mowing, Trimming & Edging	2	2	4	4	4	4	4	4	2	2	2	2	36		
MASON HOMESTEAD															
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18		
NORTHCREEK RANCH PARK															
1. Mowing, Trimming & Edging	2	2	4	4	4	4	4	4	2	2	2	2	36		

Location	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Frequencies	Cost Per Frequency	Annual Cost
PLANNING & ECONOMIC DEVELOPMENT															
BUILDINGS															
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18		
2. Weeding & Mulching			1		1		1		1		1		5		
3. Hedging			1		1		1		1		1		5		
POLICE SHOOTING RANGE															
1. Mowing, Trimming & Edging	1	1	1	1	1	1	1	1	1	1	1	1	12		
SARITA VALLEY GREENBELT															
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18		
VETERANS PARK															
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18		
Total Annual Cost:															

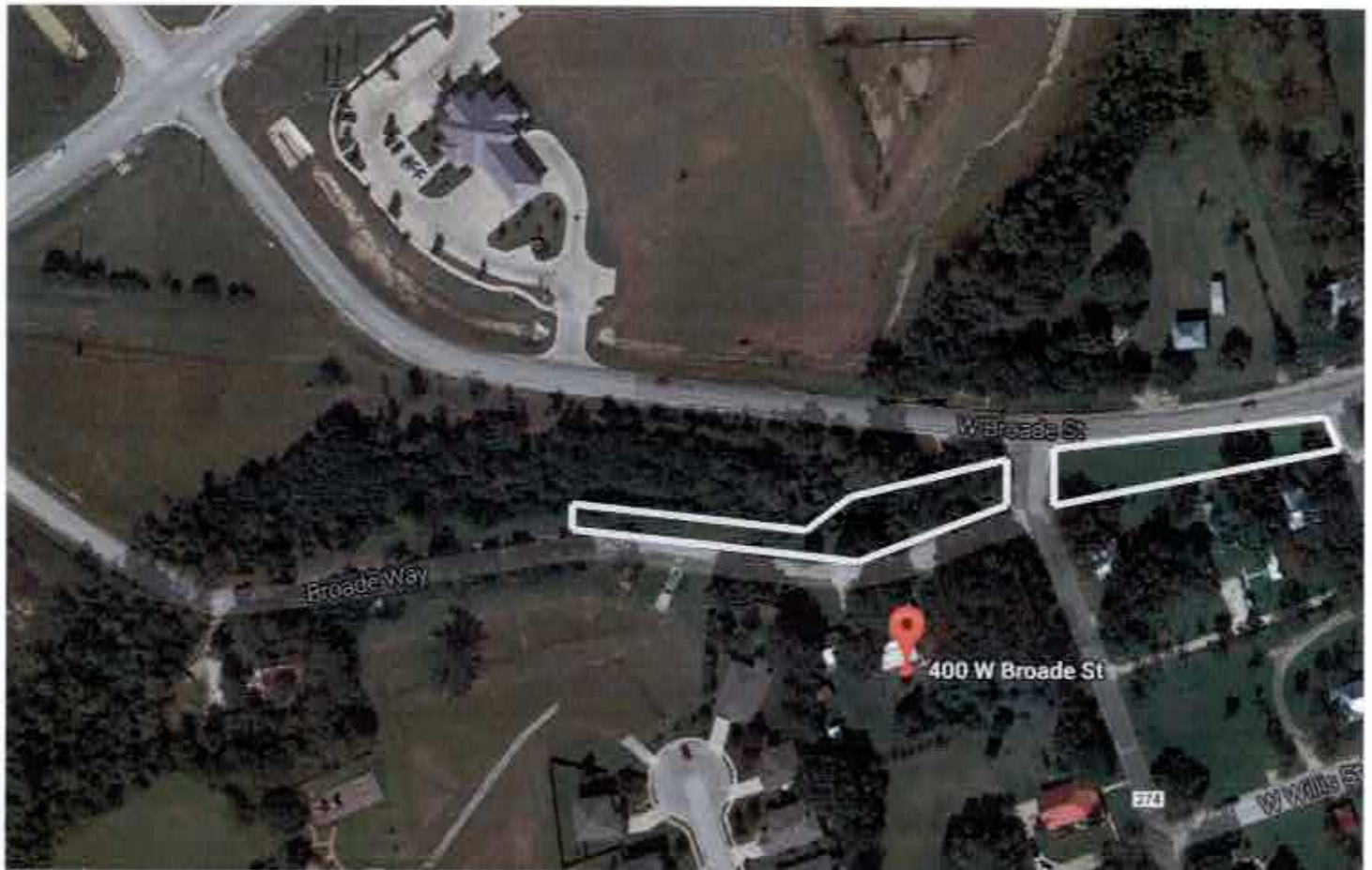
CITY HALL COMPLEX
200 West Willis Street
(City Hall, Fire Station No. 1, Bryson Hall, EMS Building)



BAGDAD HERITAGE TRAIL NORTH
(RM 2243 to Benbrook Ranch Park)



BROADE WAY/BAGDAD ST./SOUTH WEST ST. RIGHT-OF-WAY
(In Old Town at the intersection of W. Broade & S. West Streets)



FIRE & POLICE ADMINISTRATION BUILDINGS

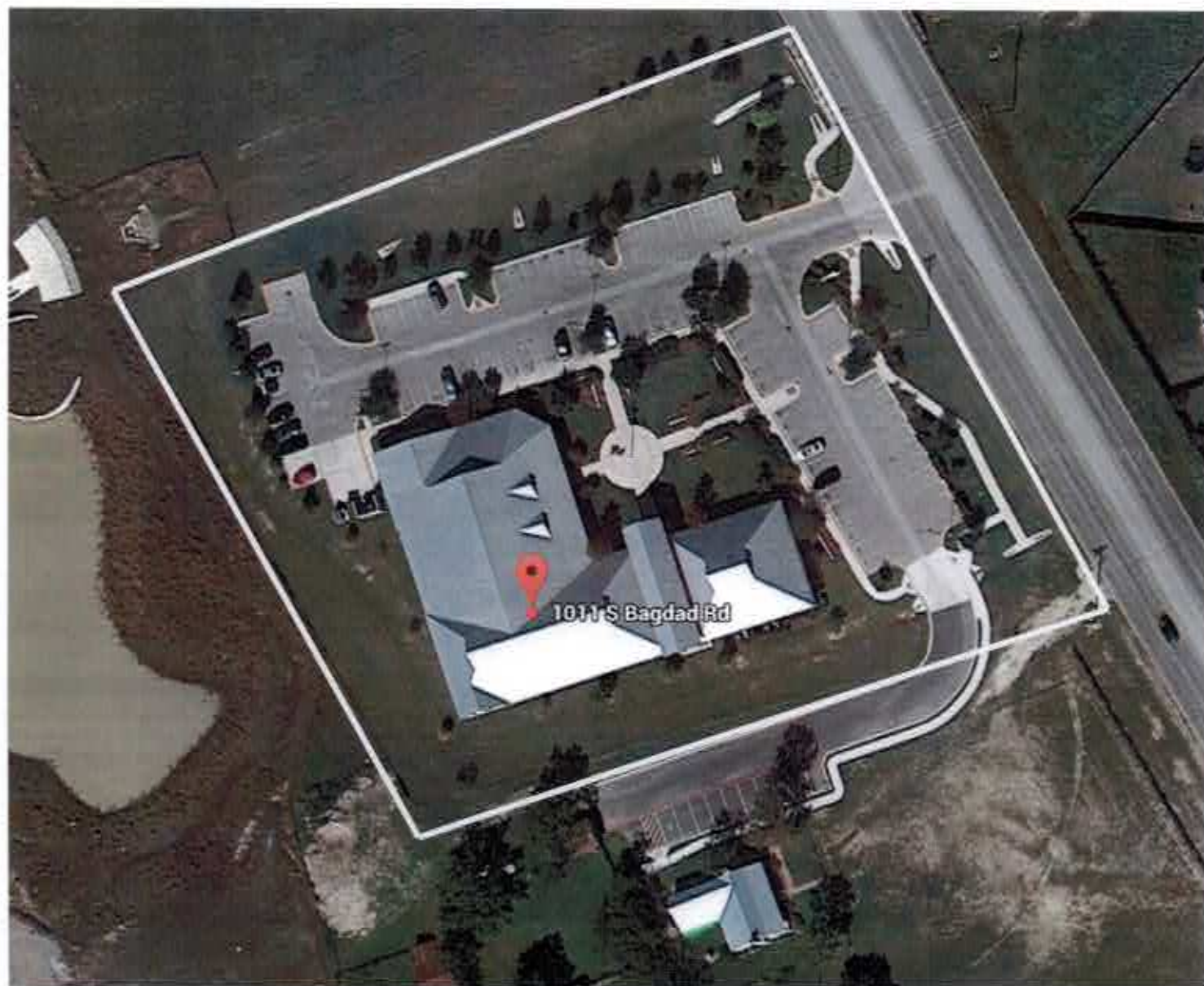
101 E. Sonny Drive



FIRE STATION #2
1950 Crystal Falls Parkway



LIBRARY
1011 South Bagdad Road

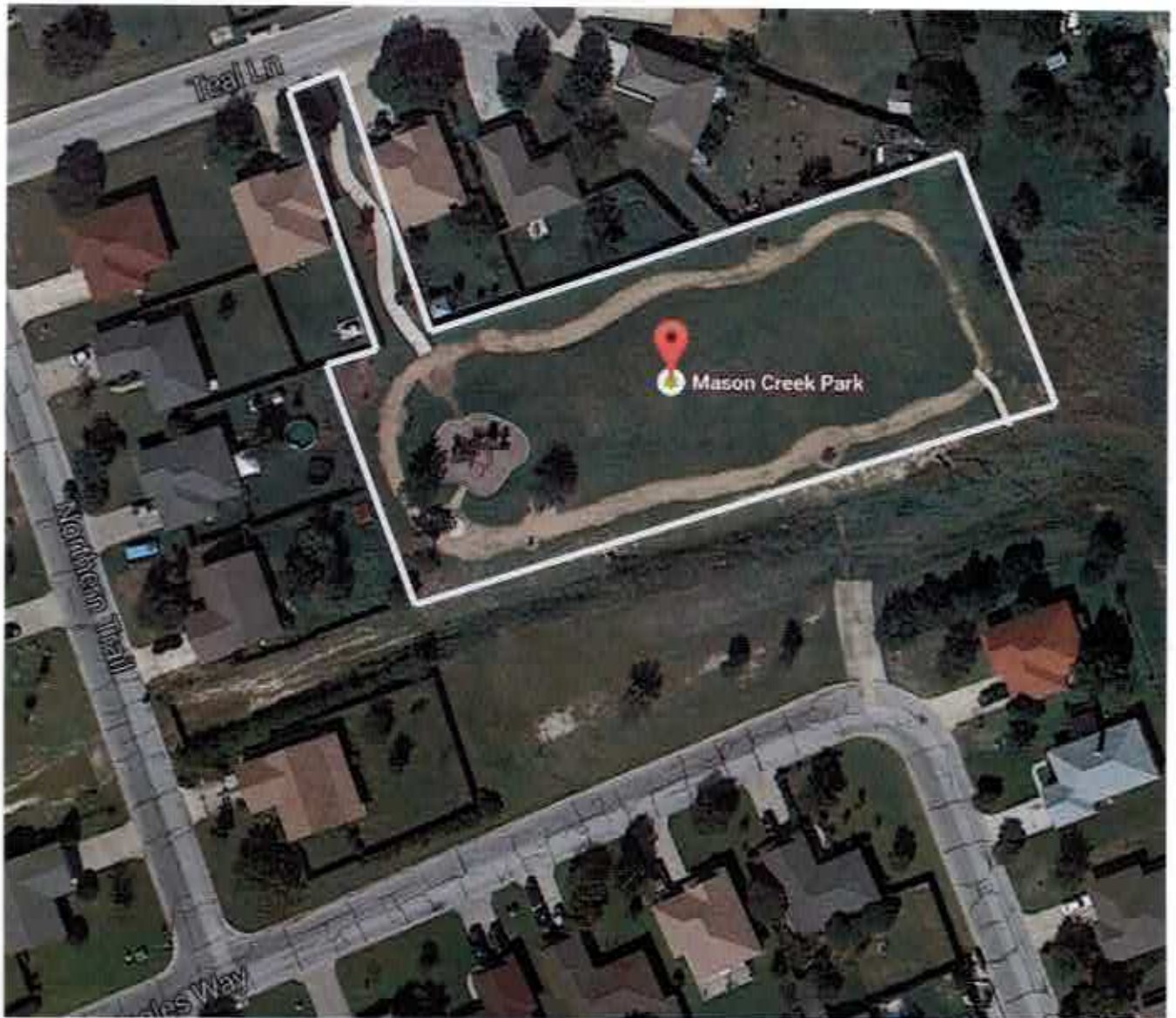


LOT BEHIND CITY HALL

(207 East South Street)



MASON CREEK PARK
801 Eagles Way (3.8 acres)



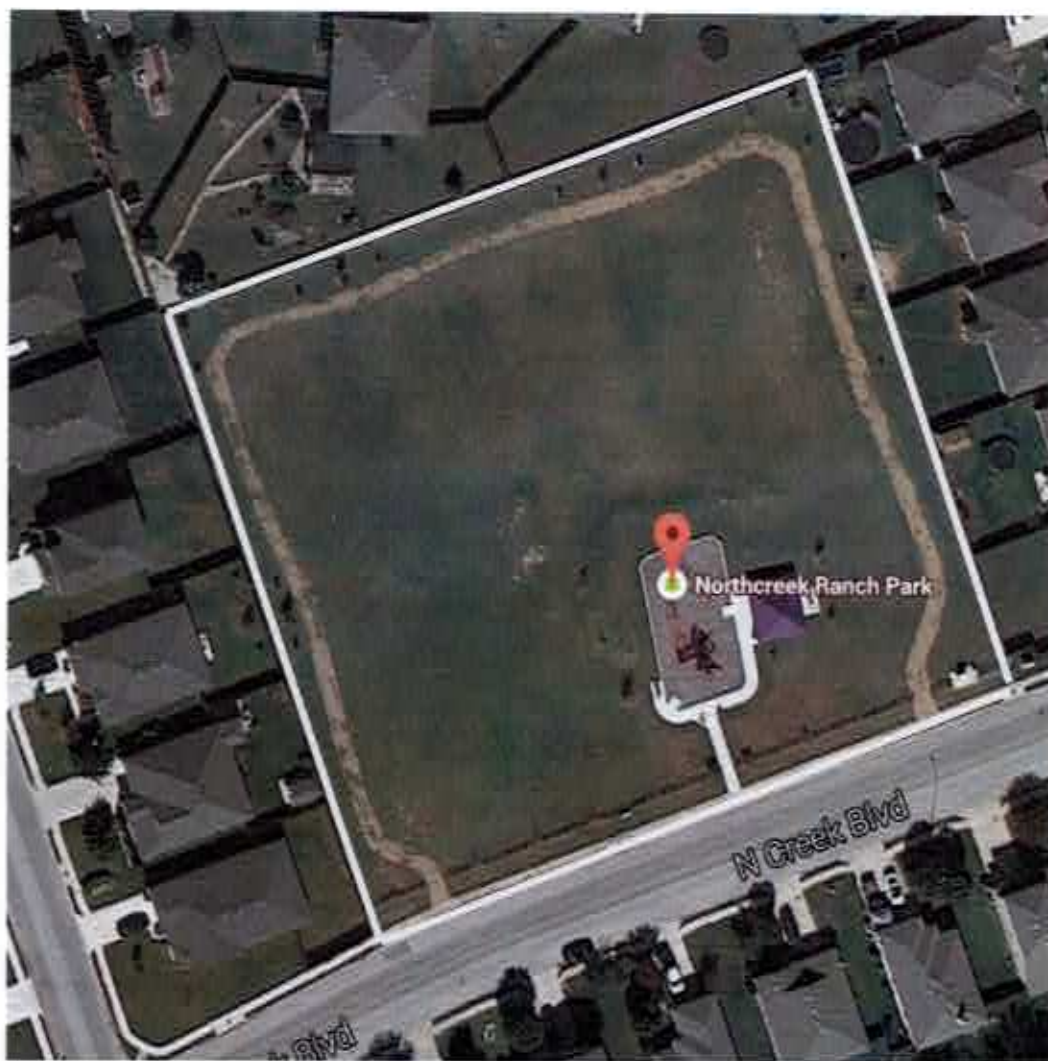
MASON HOMESTEAD
1101 South Bagdad Road (3 acres)



NORTHCREEK RANCH PARK

1001 North Creek Boulevard

(2.2 acres)



PLANNING & ECONOMIC DEVELOPMENT BUILDINGS

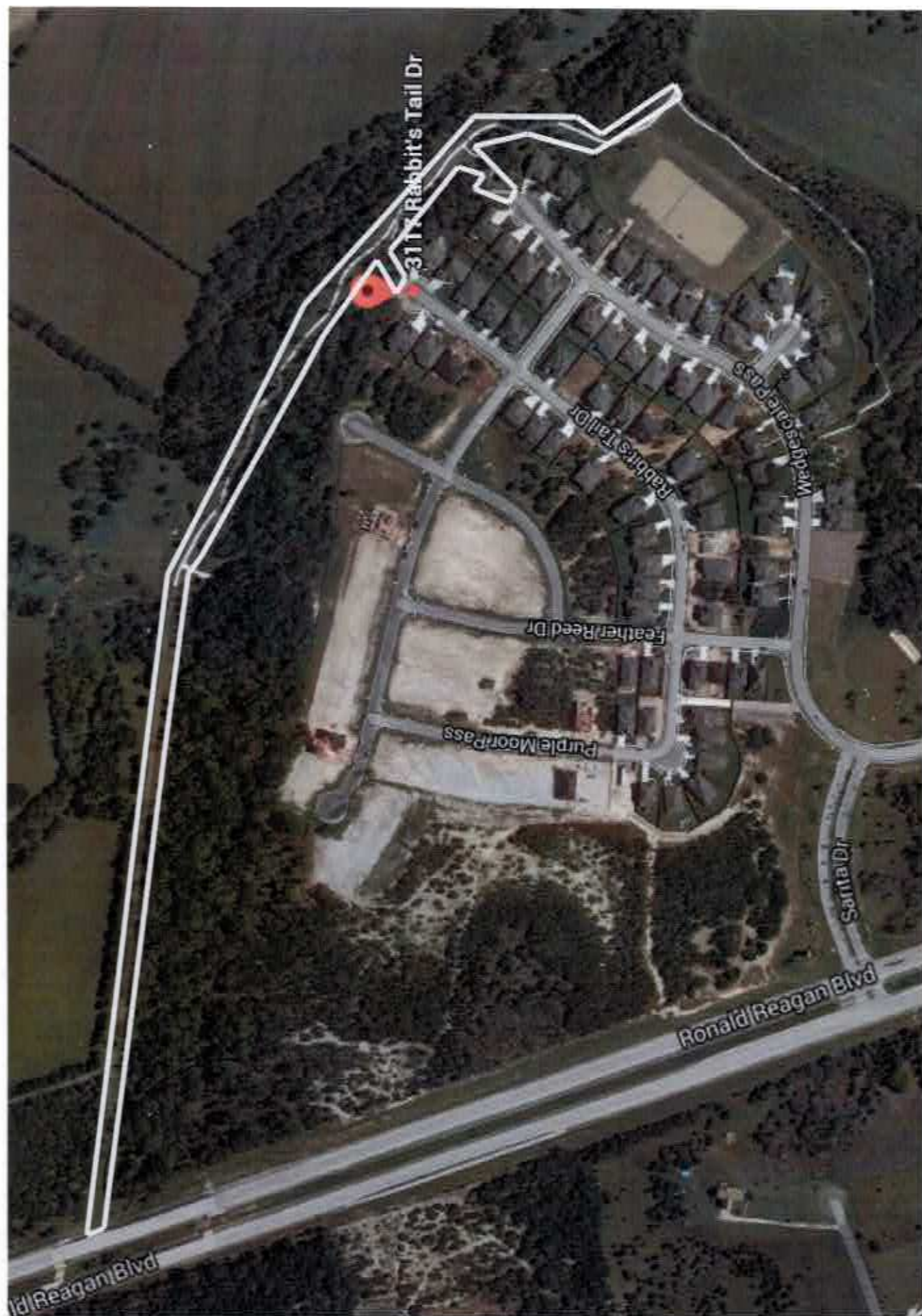
104 North Brushy Street



POLICE DEPARTMENT SHOOTING RANGE
10201 RM 2243 (Behind the Wastewater Treatment Plant)



SARITA VALLEY GREENBELT



VETERANS PARK
1200 West Sonny Drive (5.8 acres)

